

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

In Re:

Bk No.: 6:18-bk-00353-CCJ

CLEMENT IVELAW SCANTLEBURY, JR
AISHA AIN SCANTLEBURY
aka AISHA AIN MURPHY

Chapter 13

Debtors

/

OBJECTION TO CONFIRMATION OF PLAN

Loandepot.Com, LLC (“Creditor”), by and through its undersigned counsel, objects to confirmation of the Plan (“Plan”) as proposed by the Debtor(s) and any future Plan(s) filed by the Debtor(s) to the extent that such Plan(s) contain the provision(s) to which this Objection is directed.

In support of this Objection, the Creditor avers as follows:

1. Creditor holds a first mortgage lien on real property owned by the Debtor located at 334 LAKE CRESCENT, DEBARY, FL 32713.
2. On June 26, 2017, the Debtor(s) executed a Note in favor of Creditor in the amount of \$204,000.00.
3. The Creditor has/will file(d) a proof of claim which sets forth the ongoing post-petition payment amount and pre-petition arrearages.
4. The Plan fails to adequately provide for payment of pre-petition arrearages. The Creditor objects to confirmation unless provided for and/or corrected.
5. The Debtor(s)' Plan proposes Mortgage Modification Mediation (MMM). In accordance with Mortgage Mitigation Mediation Program Procedures, while the MMM is pending and until the trial/interim payment or the permanent mortgage modification/permanent payment is established, the Debtor(s) has/have to include a post-petition plan payment of no less than 75% of the Debtor(s)' gross monthly rental income as a good faith adequate protection payment. The Plan does not provide for 75% of the Debtor(s)' gross monthly

rental income as adequate protection to the Creditor. More specifically, the Debtor(s)' gross monthly rental income according to Schedule I is \$2,950.00. 75% of this gross monthly rental income represents \$2,212.50; however, the proposed Plan does not provide for this amount. As such, Creditor objects to the Plan.

6. The Plan fails to comply with 11 U.S.C. §1325 (a)(5) in that it does not provide adequate protection for Creditor's interest pursuant to 11 U.S.C. §361. In addition, Creditor does not agree to such treatment through the Plan.
7. Creditor objects to any proposed Plan that is inconsistent with Creditor's Claim or is not amended or modified to overcome its objections.
8. Secured Creditor reserves the right to supplement and/or amend this objection.

WHEREFORE, Creditor, Loandepot.Com, LLC, respectfully requests the Court deny confirmation of the proposed Plan(s) and grant it such additional relief as the Court deems just and proper.

Date: March 1, 2018

/s/ Stefan Beuge, Esquire
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PROOF OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing, and any applicable exhibits attached thereto, has been served electronically, or routed for service by U.S.

Mail, to the following:

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Orlando, FL 32801

Date: 3/1/2018

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